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# ATU

**EMPLOYMENT AGREEMENT  
BETWEEN  
COUNTY OF BROOME  
AND  
AMALGAMATED TRANSIT  
UNION  
LOCAL #1145**

1/1

12/31

**2006 - 2009**



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## AGREEMENT

THIS AGREEMENT, made this 1st day of January, 2006 between the COUNTY OF BROOME, a municipal corporation organized and existing under and by virtue of the laws of the State of New York, party of the first part (hereinafter called "COUNTY"), its successors and assigns, and AMALGAMATED TRANSIT UNION, LOCAL #1145, party of the second part (hereinafter called "UNION"),

WHEREAS, the parties hereto are desirous of entering into such a Memorandum of Agreement making these changes, which basic Agreement as changed by this Memorandum will form a new Agreement between the parties hereto; and

WHEREAS, the parties hereto are desirous of incorporating these changes in a simple complete document which will constitute such new Agreement between the parties hereto;

NOW, THEREFORE, it is hereby mutually agreed between the parties as follows:

### WITNESSETH:

#### ARTICLE 1 SCOPE

The County recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other working conditions for all employees whose titles are listed in Article 25.01 and all other similar employees that may be represented in the future.

#### ARTICLE 2 NO STRIKE CLAUSE

The County agrees that there shall be no lockouts, and the Union agrees that there will be no strikes during the term of this Agreement. The Union hereby affirms that it does not assert the right to strike against any government, to assist or participate in any such strike or to impose an obligation to conduct, assist or participate in such a strike in violation of Section 207 of the Civil Service Law of the State of New York.

#### ARTICLE 3 MANAGEMENT RIGHTS

The Union recognizes that the management of the County and the direction of the work forces, including the right to hire, discipline, suspend, discharge for proper cause, promote, demote or transfer and the right to relieve employees from duty because of lack of work or for other proper or legitimate reason is vested and reserved in the County, subject, however, to the provisions of this Agreement.

#### ARTICLE 4 DISCIPLINARY ACTION

Section 4.01 The County shall have the right to discipline employees as follows:

- a) Oral reprimand
- b) Written reprimand
- c) Suspension without pay, up to twenty (20) working days
- d) Discharge

#### Section 4.01(a)

Employees shall be disciplined for just cause. The Union will be copied on all disciplinary action. If the discipline is disputed then the Union may file a grievance in accordance with Article 12. Charges or disciplines in an employee's personnel record will not be used as a factor in disciplining an employee, if said charges or disciplines exceed an **eighteen (18) month period**. This would not apply to the Broome County Drug and Alcohol Policy, or any Federal, State or local laws and regulations. **Performance evaluations will not be used for discipline purposes.**

### ARTICLE 5 RULES AND REGULATIONS

Section 5.01. The right to establish rules and regulations belongs to and remains with the County.

#### Section 5.02

(a). Special conferences for important matters will be arranged between the Union Business Agent or his designee and the Public Employer or its designated representatives upon the request of either party. Such meeting shall be with at least two (2) representatives of the Union. Arrangements for such special conferences shall be made in advance. Conferences shall be held at reasonable hours as agreed upon between the Public Employer and Union representatives. The members of the Union shall be paid by the Employer for time spent in such special conferences when called by the Employer. This meeting may be attended by a representative of the Union, Council and/or a representative of the International Union.

(b). The Union representatives may meet at a place designated by the Public Employer on the Public Employer's property immediately preceding a special conference to confer with Union, Council, or International Representatives.

(c). The Union Business Agent or his representatives shall be allowed a reasonable amount of time off from his job to investigate a grievance or dispute which he will be called upon to discuss with the County, upon three hours notice. While such reasonable time shall be granted by the supervisor upon request, such time shall be without pay. However, notwithstanding the foregoing, time off taken by the Union Business Agent or his representative for the purpose of attending meetings or participating in hearings with the employee shall be with pay.

(d). Leave for Union seminars, schools, conventions with documentation, (with 2 days notice) and for necessary Union functions, (with 12 hours notice) shall be granted without loss of pay, not to exceed thirty employee days per year.

Section 5.03. Employees shall be permitted to work for other coach operators providing that actual driving time, including driving time for Broome Transit, does not exceed eleven (11) hours on any day.

#### Section 5.04.

a) Volunteer firemen and auxiliary police called to an emergency in Broome County prior to regularly scheduled work hours and ordered by the commander to remain at their post during their regular work schedule shall be granted personal leave with pay for those hours upon submission of a letter signed by said commander to the supervisor of the employee. If said employee is released before his/her regular work schedule is completed, he/she shall make him/herself available for work.

b) Volunteer ambulance crew members when called to a major disaster in Broome County prior to regular scheduled work hours and ordered by the commander to remain on duty during their regular work schedule, shall be granted personal leave with pay for these hours upon submission of a letter signed by said commander to the supervisor of the employee. If said employee is released before his/her regular work schedule is completed, he/she shall make him/herself available for work.

c) American Legion or Veterans of Foreign Wars honor guard volunteers requested to attend funerals during their regularly scheduled work hours ordered by the commander with 24 hours advance notice shall be granted leave with pay for those hours, not to exceed four (4) hours/day, upon submission of a letter signed by said commander to the supervisor of the employee. If said employee is released before his/her regular work schedule is completed he/she shall make himself/herself available for work. Total number of employee hours allowed for this purpose shall not exceed forty (40) hours per calendar year with no more than two (2)

employees off at any time for this reason, subject to department head or designee approval.

## ARTICLE 6 TRY-OUTS FOR OTHER POSITIONS

Section 6.01. Try-outs for other positions within the scope of this contract shall be made first in accordance with seniority provided the employee is qualified. The County recognizes the principle that all employees shall be given a fair chance to qualify. The final decision as to whether or not an employee is qualified shall be solely with the County. Any member of the bargaining unit selected to try out for another position shall be given thirty (30) work days in which to prove his/her qualifications.

### Section 6.01(a)

Any employee selected to try out for another position (outside the bargaining unit but within the Department of Transportation) shall be given 30 workdays for hands on training. The employee will then have 30 calendar days determine whether or not to remain in such position. During this time he/she shall continue to accrue seniority. At the expiration of the 30 calendar days the employee will not accrue seniority if he/she remains in the position for the first year. Thereafter, the employee may work in such position for 30 workdays each year and accrue seniority. After the 30 workdays, the employee will not accrue seniority. For purposes of this article "training period" will refer that period of time during which the employee does not independently perform the duties of the position.

Section 6.02. Any employee who is disabled from performing his/her regular work shall be given preference of other work he/she is capable of performing. The decision as to whether he/she is capable of performing such work shall be solely with the County. This section, however, will not require the County to create a new position for any disabled employee.

Any employee who is permanently/partially disabled from performing his/her Broome Transit duties may request assistance in securing other County employment. Such other employment is subject to vacancies, hiring restrictions, employee qualifications and Civil Service Law. The decision as to whether the employee is capable of performing such work shall be solely with the County. This section, however, will not require the County to create a new position for any disabled employee.

Section 6.03. In case the question of disability arises concerning any employee, the question of such employee's disability and the extent thereof shall be determined in the following manner. The employee shall be examined by a physician of his/her own choosing. He/She shall also submit to an examination by a physician designated by the County. If the two physicians' reports agree on the extent of his/her disability, their decision shall be final. In the event the two physicians so chosen do not agree on the extent of the employee's disability, then the two physicians so selected shall themselves designate a third. The determination of any two of these three physicians shall be final, conclusive, and binding upon all parties. The determination of the physicians shall be evidenced by appropriate written and signed certificates delivered to both the County and the Union. All doctors conducting examinations pursuant to this paragraph shall base their determinations on the same medical standards and documents.

## ARTICLE 7 LEAVES OF ABSENCE

### Section 7.01 Application for leave of absence.

A leave of absence request may be submitted for any absence over three (3) work days not covered by paid time off. Any unpaid time for three (3) days or less may be approved by the Commissioner. Leave requests for longer than three (3) work days, if approved by the Commissioner, shall be submitted to the Personnel Department for approval. All leaves in excess of 90 days, (except medical) shall also be submitted to the



Personnel Committee of the County Legislature for final approval.

Section 7.02 Medical Leaves.

All medical leaves, regardless of duration, shall be submitted to the Commissioner and then to the Personnel Officer for final approval. Medical documentation must be provided before a medical leave will be approved. Documentation is to be supplied on a form provided by the County. Leaves for extended illness shall not commence until all paid leave time is exhausted, except for leaves for Workers' Compensation.

**Broome County recognizes the Family and Medical Leave Act of 1993 (FMLA), which provides up to 12 weeks of unpaid leave in a 12-month period for qualifying employees. The FMLA allows employers to require employees to use their paid leave off as part or all of the 12 weeks of leave. The reasons a person may qualify for leave are covered under the FMLA law.**

Section 7.03. Education Leave.

Permanent employees may be granted leave of absence without pay for the period of one year for the purpose of acquiring additional education and training that will increase the usefulness and efficiency of the employee in his/her position.

Section 7.04. Leave To Accept Other County Employment.

Leave of absence without pay not to exceed one year may be granted to a permanent employee to serve temporarily in another position in the competitive class. Leaves of Absence without pay not to exceed one year must be granted to permanent employees to serve provisionally in another position in the competitive class. Leave requests for provisional appointments shall not be submitted to the Personnel Committee regardless of their length. Leave of absence shall not be granted to enable an employee to accept appointment to a position in a non-competitive or exempt class except with the approval of the Personnel Officer.

Section 7.05. Child Care.

An employee may request a leave without pay for the purpose of dependent child rearing. This is a discretionary leave, unless required by the Family and Medical Leave Act and can be requested at the time leave for extended illness for pregnancy is requested. Such leave may be requested for adoptions, as well.

Section 7.06 Leave For Other Reasons.

Leave of Absence without pay for reasons other than those cited in the Article shall be granted only in unusual circumstances, which justify the granting of such leave. For example, leave may be granted for the purpose of caring for a family member who is ill or for non-work related educational leaves.

Section 7.07

An employee who remains absent beyond the period of his/her authorized leave of absence and fails to make satisfactory arrangements with the County for an extension of his/her leave, automatically terminates his/her employment with the County.

Section 7.08

Except as may be otherwise provided herein, no fringe benefit authorized by this Agreement shall accrue while an employee is on a leave of absence without pay. Seniority rights of an employee shall not accumulate during an authorized leave of absence except for documented medical leaves and workers compensation leaves of absence.

Section 7.09

The maximum amount of leave shall be one (1) year, unless the Personnel Committee specifically votes to extend the leave. Any extensions voted by the Committee shall be at their sole discretion. Extensions must be handled in the same procedure as initial leaves with the submission of appropriate form or forms in a timely fashion.

Section 7.10

The County agrees that upon reasonable notice it will grant Union Officials up to a total of 32 hours per month of leave of absence. This time is exclusive of the Article 5.02(d) leave provision and Article 5.02(c) time to handle grievances. Such time may be used in increments of hours. It is understood if the Union Officials do

not exceed the 32 hour/month provision the Article 42 Attendance Incentive is not impacted. Seniority rights of the Business Agent, or his designed shall continue to accumulate during such leave, such seniority credit shall be applicable to eligibility for paid vacation, length of service, wage increases and other benefits where length of service is taken into account.

#### Section 7.11

The County agrees that the Union Business Agent, or his designee shall retain his/her seniority rights with the County while performing his/her duties for the Union.

#### Section 7.12.

In the event the Business Agent and/or his designee is unable to perform his/her work due to sickness or injury he/she will continue to accumulate seniority with the County for the purposes of eligibility for paid vacations, wage increases and any other benefit where length of service is a criteria.

#### Section 7.13

An employee on an authorized leave of absence shall not be deprived of coverage under the County's group life insurance plan.

### ARTICLE 8 VACATIONS

Section 8.01. Full time employees shall be entitled to vacation as follows (all service requirements are defined to mean continuous years of service):

Employees with less than one (1) year of service as of January 1st, shall receive one day per month of service as vacation.

Employees with one (1) year, but less than five (5) years of service as of January 1st, shall receive twelve (12) days of vacation.

Employees with five (5) years, but less than fifteen (15) years of service as of January 1st, shall receive seventeen (17) days of vacation.

Employees with fifteen (15) years, but less than seventeen (17) years of service as of January 1st, shall receive nineteen (19) days of vacation.

Employees with seventeen (17) years, but less than eighteen (18) years of service as of January 1st, shall receive twenty (20) days of vacation.

Employees with eighteen (18) years, but less than twenty (20) years of service as of January 1st, shall receive twenty-one (21) days of vacation.

Employees with twenty (20) years, but less than twenty-five (25) years of service as of January 1st, shall receive twenty-two (22) days of vacation.

Employees with twenty-five (25) years of service as of January 1st, shall receive twenty-five (25) days of vacation.

Employees will not be allowed to work overtime during any vacation period.

Those employees who will attain the required amount of service to move them up to the next vacation amount, due that calendar year, shall be allowed to bid such additional vacation time during the December and May bid periods for that year. For example: On July 1, 1994 employee X shall attain five years of service. This employee may then bid seventeen (17) days vacation during the December, 1994 bid, and the May, 1995 bid.

Maintenance Department employees may choose to use one (1) week (5) days) of vacation in one (1) day periods with the permission of the Director of Transit Maintenance. In the event requests for any one-day exceed the number of employees who can be excused, seniority shall apply. Any maintenance department vacation bid, once bid, may not be revoked by management.

Coach Operators with 25 years service may choose to use one (1) week (five days) of vacation in one (1) day periods. A list shall be established of these on a seniority basis. The Coach Operator whose name appears at the top of the list shall notify the Transportation supervisor whether he/she wishes to avail himself/herself of the privilege at the regular vacation pick. Should that employee at the top of the list not wish to avail himself /herself of the privilege, his/her name would be removed from the top and placed at the bottom of the list. Each successive name on the list could avail themselves of the same privilege should the top name decline. Only one such Coach Operator per year shall be allowed this privilege.

Prior to the vacation pick in each year the list will be rotated with the name at the top moving to the bottom of the list and the number two name moving up to number one. Each successive name shall also move up.

All Coach Operators with 27 years of service may chose to use one (1) week (5 days) of vacation in one (1) day periods.

Vacation payments shall be as follows:

1. Operators - 40 hours per each 5 vacation days.
2. Maintenance Department - 40 hours per each 5 vacation days.

Section 8.02. An employee who has completed one year of continuous full-time service shall be entitled each year to a carry-over of seven (7) days only of accrued vacation.

Section 8.03.

- (a) Absences shall not result in forfeiture of vacation rights, except that each two point four (2.4) months (72 days) or major fraction thereof (37 days) in which that employee was not working for the County during the previous period of earning a vacation shall result in a forfeiture of twenty percent (20%) of the paid vacation to which the employee would have otherwise been entitled. An employee shall not suffer loss of vacation time under the above when paid sick time.
- (b) An employee who is called back to work after being laid off, shall be granted vacation rights in accordance with his/her seniority. This is true for full and part- time employees.
- (c) When all slots for a vacation week are filled and one slot becomes known open and available the County shall post the slot by 12 pm noon the following Monday to allow drivers to bid for that week. It shall remain posted until 12 pm noon on Wednesday. It shall be granted to the employee with the greatest seniority who bids the week. If a new week becomes open and available because of this change then it shall be posted at 12 pm on Wednesday and removed at 12 pm Friday. Again, the most senior driver shall be awarded the vacation week. Employee may change his/her vacation if a week is open. If said week has more than one week open it shall not be required to be bid.

Section 8.04. The amount of vacation pay shall be computed at the employee's current wage rate, as set forth by the wage schedule for full and part time employees.

Section 8.05. Vacation periods shall be selected in accordance with departmental seniority. Vacations for full and part- time employees shall, as far as possible, be granted at the requested time, but the final decision regarding vacation periods is exclusively reserved to the County. **Transit management will make every effort to grant all requested paid leave time.**

Section 8.06. After a full time or part- time operator has bid his/her vacation, such bid shall not be revoked by him/her unless mutually consented to by the County and Union. Notice of revocation must be made at least seven (7) days prior to the start of the vacation week to be revoked. If the revocation is granted such vacation(s) will be put up for bid within twenty-four (24) hours of the approval.

Section 8.07. Employees shall bid for vacation during two periods, December 1 to December 15, and May 15 to May 31. The bid shall be for the entire vacation year, and shall be according to Departmental seniority, and classification. Employees may pass during the first period but must make their selection by second period, or they shall forfeit their remaining vacation, except for carryover as described in Section 8.02. Bids shall be in minimum blocks of five (5) days, to the greatest extent possible. For instance, an employee with 17 days vacation shall make a minimum of three (3), five (5) day bids, with two individual selections left.

**All Part-time Coach Operators and garage employees may use odd vacation time in four hour increments. Odd vacation days are defined as days outside of five (5) day block bids and individual vacation days resulting from the breaking up of a vacation week in the maintenance department.**

Section 8.08. Vacation pay for employees who leave employment shall be paid on a pro-rata basis, except those discharged for cause. In the event of death of an employee, vacation pay shall be pro-rated and paid to the proper party as designated by law.

Section 8.09 Part-time Coach Operators shall be eligible for vacation at the rate of one-half the amounts provided to full-time coach operators. Such vacation shall be given on the January 1 following date of hire as outlined above. Employees must be available to work a minimum of 320 hours per quarter (except in the case of documented medical or workers compensation absence) to be eligible for this benefit. Part-time Coach Operators may not carryover vacation time. Vacation time must be bid in five (5) day blocks according to vacation slots available. Bidding is by seniority of Part-time Coach Operators and is done after all full-time coach operators have bid their vacation. Bidding will take place in December and May. **A maximum of two (2) Part-time Coach Operator can be on vacation at one time. Five (5) vacation days equals 40 hours.**

SECTION 8.10 There will be at least **six (6)** vacation slots available to bid during the summer (i.e.: July and August) and at least **four (4)** vacation slots available to bid the rest of the calendar year, in addition, there will be **four (4)** vacation slots available to bid between Christmas and New Years.

## ARTICLE 9 HOLIDAY PAY

Section 9.01. All full-time employees are to receive six (6) paid holidays annually, to wit:

NEW YEAR'S DAY  
MEMORIAL DAY  
INDEPENDENCE DAY  
LABOR DAY  
THANKSGIVING DAY  
CHRISTMAS DAY

**Part-time Coach Operators are eligible for 4 hrs. holiday pay on:**

**New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day**

Any full time employee required to work on any of the above-listed holidays shall receive compensation at time and one-half (1½) for all work performed, plus an additional eight (8) hours pay for said holiday.

Section 9.02. An employee must have worked on his/her last scheduled work day prior to and his/her next scheduled work day after each of said holidays to qualify for such additional compensation, unless excused for justifiable reasons. Any late or jumped employee ordered to show up or assigned work on the mentioned days

shall qualify for payment of holiday time.

Section 9.03. When any of said holidays falls in the period of an employee's leave of absence, he/she shall not receive such additional compensation.

Section 9.04. When any of said holidays occurs during an employee's vacation period, he/she shall receive holiday pay in addition to his/her vacation pay provided he/she works on his/her last scheduled work day prior to, and his/her next scheduled work day immediately after, his/her vacation.

Section 9.05. Any regular full-time employee, upon completion of the probationary period as set forth in Section 17.05 of this agreement and qualified under Section 9.04 shall be eligible for holiday pay.

Section 9.06. When a holiday falls on Sunday, the Monday following shall be observed as a holiday.

Section 9.07 All employees are to receive seven (7) paid floating holidays annually, to wit:

Martin Luther King, Jr.'s Birthday  
Lincoln's Birthday  
Washington's Birthday  
Columbus Day  
Election Day  
Veteran's Day  
Day after Thanksgiving

When a full or part time employee requests a floating holiday and the employer is unable to grant the request, the employee shall have the option of requesting payment for the day. In the event the employee requests payment for the day and then is jumped, the employee must make him/herself available in order to receive the payment. Arrangements for the use if these days shall be made by the employee with his/her immediate supervisor at least forty-eight (48) hours in advance, except in an emergency. Approval or denial of requests to use floating holidays will be given within 24 hours of the request or by 8:30a.m. markup the previous day. **Transit management will make every effort to grant all requested paid leave time.**

Section 9.08 Part-time Coach Operators shall be eligible for floating holidays as follows:

- \*Employee must work the day to float the day
- \*Employee gets four (4) hours credited for working any floating holiday.

## ARTICLE 10 GROUP LIFE INSURANCE

Every employee covered by this Agreement as an employee of the County shall be entitled to be a member of the County Group Life Insurance Plan to the authorized maximum amount of Five Thousand Dollar (\$5,000.00), the premium to be paid entirely by the County. Employees who are also members of the Employees Retirement System are entitled to the ordinary death benefits provided in Section 60 of the Laws Pertaining to the New York State Employee Retirement System.

## ARTICLE 11 COLLECTION OF DUES

Section 11.01. The County agrees to collect Union dues, non-member service charges, fines and assessments by making payroll deductions. The County will make said payroll deductions when it is notified in sufficient time by the officers of the Union of the amount due the Union, and if the amount due the employee from the County is insufficient to make the deduction, the County will not be liable for any moneys due the Union in excess of the amount of money available to cover said deduction. Such deductions made by the County shall be remitted to the Treasurer of the Union. The Director of Employee Relations will be copied on all correspondence to the Finance Department regarding changes, deletions, or additions to deductions made pursuant to this Article.

Section 11.02. It is understood and agreed that the provisions of this Article and Article 13 shall be subject to the requirements of applicable law. The Union agrees to indemnify and save the Employer harmless from any and all claims, suits, judgments, attachments and from any other form of liability arising out of or resulting from any deduction from wages made in accordance with this Article.

## ARTICLE 12 GRIEVANCE

Section 12.01 - Grievance Procedure: The parties agree that should a grievance arise between them, as defined herein because of the interpretation of the terms and conditions of this contract, during the term of this agreement the following procedure shall be used to resolve said grievance:

- a) All grievances shall be submitted within thirty (30) days of alleged occurrence.
- b) Grievances shall first be submitted in writing to the Director of Operations or the Director of Maintenance: dependent on function. The Director shall respond in writing within five (5) days.
- c) If unresolved at the first step, the grievance shall be submitted to the Commissioner within five (5) days of the appropriate Director's response. A meeting shall be held at this step between the Commissioner or his/her designee and the Business Agent/President or designee. The Union shall be allowed one participant for each management representative. However, the grievant (if there is one) shall be allowed to attend the meeting. When the grievant attends an equal number of Union and Management participants shall attend the meeting.

Time spent by Union participants at this meeting shall be paid by the County. Commissioner shall respond to such grievances, in writing, within ten (10) days, if practicable, but, in any event no longer than fifteen (15) days.

- d) In the event the matter is not resolved at step 2 the union may submit the grievance to the Personnel Officer or designee for a step 3 meeting and determination. The meeting for third step grievances must be held within twenty (20) working days from the response of the Commissioner or his/ her designee at step 2. The step 3 meeting will take place with Personnel Officer or designee, the union business agent/president, the grievant (if there is one and attendance is necessary) and representative(s) of the department. Time spent at this meeting by employees will be paid by the County. The Personnel Officer or designee shall issue a step 3 response in writing within fifteen (15) working days of the meeting.
- e) In the event that a grievance remains unresolved following response, the Union may request in writing, within thirty (30) work days of said response, that the matter be submitted to arbitration.

### Section 12.02 - Arbitration Procedure:

- a) The Union and the Commissioner of Public Transportation or a representative designated by him/her shall, within ten (10) days from receipt of the request for arbitration attempt to agree on a neutral arbitrator to hear the grievance.

If the Union and the Commissioner are unable to agree on a neutral arbitrator by the expiration of this ten (10) day period, either party may request the American Arbitration Association to furnish a list of seven (7) names, and each party shall alternately strike a name from the list. They shall determine by lot which party shall strike first. The last name remaining shall serve as the neutral arbitrator. Each party shall have the right to reject one list.

- b) The arbitrator shall weigh the evidence and shall interpret and apply the collective bargaining agreement to the facts and base his/her decision thereon, which decision must be in writing and consistent with the terms of this agreement. The arbitrator's decision shall be final and binding. The arbitrator shall have no power to add to, delete from or modify the provisions of this agreement in any respect.
- c) The parties concerned shall have the right to appear personally or be represented, and present all evidence and testimony in connection with the matter before the arbitrator.

- d) Each party, or his/her representative, will have the right to examine all papers or documents offered in evidence and to examine the reports of the arbitrator and will have the right to examine or cross-examine all witnesses.
- e) The parties to the matter submitted to arbitration shall jointly bear the expenses and per diem allowance of the arbitrator. Either party may, at its own expense, arrange for the taking and transcription of testimony. The party arranging for the taking and transcription of testimony shall not be required to furnish a copy to the other party unless the other party shall bear one-half of the expense of taking and transcribing such testimony. Each party's expenses shall be their own responsibility.
- f) Waiver of Time Limits: Any notice of grievance, request for hearing and/or notice of arbitration, which does not comply with the time and procedural requirements shall be deemed waived and abandoned by the party failing to comply with such requirements, unless the parties mutually agree in writing to extend or waive time limitations.

Section 12.03 - A grievance is defined to be:

- 1) The term "grievance" shall mean any claimed violation, misinterpretation or inequitable application of the terms and conditions of employment specifically covered by one or more of the provisions of this agreement, provided, however, that such terms shall not include additions of new positions or the discontinuance of existing positions, disciplinary actions, promotions, transfers, retirement benefits, qualifications and disqualification's of Coach Operators, and assignment of employees, matters of law, and 19A hearing officer decisions.
- 2) Any controversy between Employer and the Union as to whether or not any employee suspended or discharged or disciplined in any way for violation of any rule of Employer is guilty of such violation.

ARTICLE 13  
UNION MEMBERSHIP

Section 13.01 Membership in the Union is not compulsory.

Employees have the right to join, not to join, maintain or drop their membership in the Union as they see fit. Neither party shall assert any pressure on, or discriminate against, any employee as regards to such matters.

Section 13.02 Any employees who are not members of the Union, as a condition of employment and while they remain non-members of the Union, shall pay a service charge as a contribution toward the cost of the Union's administration of this Agreement and the representation of such employees. The amount of such service charge shall be equivalent to the amount of the Union's regular and usual membership dues exclusive of any initiation fees. ATU will reimburse all money paid pursuant to this Article to any employee who does not successfully complete their probationary period.

Section 13.03 The ATU affirms it has adopted and will adhere to a procedure for annually refunding to any non-member employee who may request such, the pro-rata amount of said service charge which is expended for political or other purposes or causes which are either not related or only incidentally related to collective bargaining or administration of this agreement. This provision for Agency Shop Fee deduction shall continue in effect only so long as ATU maintains such procedure as provided by law.

Section 13.04 The County specifically agrees to provide the Union Business Agent with the name and address of each employee that has been hired to fill any position in the bargaining unit. Such information shall be supplied as far in advance as possible to the start of employment.

ARTICLE 14  
WAGE PAYMENTS

All employees covered by this Agreement as County employees are to be paid in accordance with the County's regular schedule.

**If an employee is not taking the 19-A written test and/or the physical exam during regularly scheduled working hours, the employee will be compensated up to one-hour for each said scheduled exam. ( Ex. up to one hour of compensation for road test, written test and/or physical exam.)**

In the event any employee receives a paycheck that is in error by \$50.00 gross or more, the County shall issue the employee a check for the amount due the same day.

#### ARTICLE 15 PASSES

Active employees, pensioners, widows/widowers of pensioners, their spouses, and children aged five (5) to eighteen (18) shall upon request receive free transportation passes. Children shall be defined as legal children per the MSA data system. Passes shall be for personal use only, and shall be non-transferable.

#### ARTICLE 16 LOST ARTICLES

All lost articles found by employees and unclaimed shall be turned over to the proper authorities.

#### ARTICLE 17 SENIORITY

Section 17.01. County seniority shall mean length of continuous full-time service with the Company and/or County.

Section 17.02. Departmental seniority shall mean the length of continuous full-time service from the date the employee finished the required probationary period for the department assigned. The Department's are: Operations; Maintenance.

Section 17.03. Group seniority shall mean the length of service in any group, upon the completion of the person's probationary period, but shall not necessarily mean continuous service in the group.

Section 17.04. The County will provide the Union with seniority lists as defined in 17.02 and 17.03 with each bid as defined in Section 27.01.

Section 17.05. For the first ninety (90) actual work days of their employment, employees shall be probationary employees. Work days consisting of less than five (5) hours shall count as one-half (1/2) a day, except if an employee successfully shows twice in a calendar day. The County shall have the right during such ninety (90) actual work days to terminate employment of probationary employees without giving rise to an Article 12 proceeding under this Agreement. The time lapsed from last date of break-in period to the first day of placement in the seniority list shall be excluded from the probationary period. Employees moving from part-time status to full-time status shall be required to serve a try-out period in accordance with Article 6.01. Van Operators moving to part-time or full-time Coach Operator will be required to serve a ninety (90) actual work day probation in the new title.

Section 17.06. The groups in the Broome County Department of Public Transportation include, but are not limited to: Full-time Coach Operators; Part-time Coach Operators; Transit Mechanic Helper; Transit Mechanic; Senior Transit Mechanic; Stores Clerk, Passenger Van Operator.

Section 17.07 Passenger Van Operators shall accrue seniority in that title only. Employees who transfer from other divisions will forfeit bid list seniority after 30 work days as a Passenger Van Operator.

Passenger Van Operators shall be laid off in accordance with seniority as outlined below except Passenger Van Operators shall not be able to bump regular transit division employees:

- 1) In lay-offs and re-employment of Passenger Van Operators, departmental seniority shall apply, subject to the limitation that the operator must report back promptly to the County for work after notice from the County to do so. Failure of a passenger van operator to report back to work on



the date designated by the County shall result in a forfeiture of employment, provided that twenty-one (21) days notice by certified mail has been sent to the employee's last address on record.

- 2) In the event of a lay-off, the employee so affected shall be entitled to one (1) week's salary (if said employee is not covered by New York State Unemployment Compensation) to be paid at the next regular pay period.

## ARTICLE 18 REASSIGNMENT OF WORK

Section 18.01. The County shall not use Coach Operators to perform garage maintenance work until reasonable efforts have been made to obtain garage employees who are off duty at the time such work must be done.

Section 18.02. Any show-up employee who fails to get an assignment of work operating a Coach in revenue service may be assigned to other work by the County during the show-up pay period, provided that such work is either within the Operations Department or agreed to by the individual employee, and further provided that all runs for the show-up period have been filled.

Section 18.03. Garage employees shall not be permitted to work out-side of their classification except for the purpose of instructions.

Section 18.04 If the Commissioner of Transportation uses currently used line transit vehicles in B.C. Country service, then Passenger Van Operators will not be eligible for assignment to those vehicles. B.C. paratransit vehicles shall at all times be operated by Passenger Van Operators unless the van is used for line service.

## ARTICLE 19 BULLETIN BOARDS

Section 19.01. The Union bulletin boards shall be permitted in the garage and the crew room. Partisan, local, political campaign literature shall not be posted on these bulletin boards, or any place else on County property.

Section 19.02. The County shall post on the County bulletin boards any rules which have the effect of an order.

## ARTICLE 20 SAFETY AWARD

The County is specifically authorized to establish and implement a safety award program which shall include an annual awards presentation. Accident experience cards and safety award pins shall be continued either through affiliation with specialized societies or County safety activity.

## ARTICLE 21 BEREAVEMENT LEAVE

The Public Employer agrees to grant a bereavement leave in the event of a death in the immediate family of a full-time employee covered by this Agreement. The employee shall be entitled, when such leave is so required, to three (3) scheduled days with regular pay (Saturday to be included but without pay unless a regularly-scheduled work day) and, if out of town, any additional travel time which the Public Employer may, in its discretion, deem necessary and proper, to arrange for or attend the funeral and burial. The immediate family shall be deemed to be husband, wife, children, step-children, mother, father, step-mother, step-father, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, or grandparent of employee's spouse.

One (1) scheduled day with regular pay (if applicable) will be allowed for brother-in-law, sister-in-law, aunt, uncle and a relative who is a permanent resident in the household of the employee.

Part-time Coach Operators are eligible for the above bereavement leave. Each day of bereavement leave is equal to 4 hours of pay.

## ARTICLE 22 HEALTH BENEFITS

The Public Employer agrees to continue to provide hospital and medical coverage equal to or better than that presently provided if mutually agreed to and ratified by the membership of the Union. The County will pay 85% of the rate for individual or family coverage.

**An advisory committee will be established, as per Section 5.02, with goals of reducing future escalation of health care costs. ATU 1145 will be represented on such committee. Any savings realized through the efforts of this committee will be shared with the parties. This agreement may be re-opened to negotiate desired changes to the plan as the result of the County's and Union's efforts. All desired changes must be approved by both parties.**

The health plan shall be modified to provide pre-admission certification, change prescription rider as follows:

- Co-pay to be five (\$5) dollars if it is for a generic equivalent.
- Co-pay to be ten (\$10) dollars for non-generic prescriptions.
- There will be two (2) co-pays charged for a three (3) month supply of mail order maintenance drugs.
- Any one (1) prescription filled must be limited to a thirty (30) day supply.

### **Effective January 1, 2007 Prescription Co-Pays:**

<b>Brand</b>	<b>=</b>	<b>\$15 per prescription</b>
<b>Generic</b>	<b>=</b>	<b>\$10 per prescription</b>
<b>Brand When Generic Available</b>	<b>=</b>	<b>\$25 per prescription</b>
<b>Mail Order Prescriptions</b>	<b>=</b>	<b>2 Co-Pays for 3 mo. supply (no change)</b>

Filled Prescriptions limited to a 30 day supply (no change)

Health Insurance deductibles will be \$125 for individual and \$250 per family.

The major medical limits of the Broome County Health Plan shall be \$100,000/year, and \$500,000/lifetime.

The parties agree to reopen the contract on the issue of health benefits to review the current plan and negotiate desired changes to the plan.

Part-time employees shall be entitled to health benefits coverage. The County will pay 50% of the premium for individual coverage and 50% of the premium for dependent coverage.

## ARTICLE 23 SICK LEAVE

All employees covered by this Agreement as County employees shall be given sick leave credits in accordance with his/her years of service with the Company and/ or County, and shall be entitled on the basis of these years of service, to sick leave benefits as follows:

After completion of one (1) month of continuous full-time service with the County, employees will be entitled to accumulate sick leave from the date of employment on the transit system, at the rate of one day for each month of service.

Sick leave credits may accumulate to an unlimited number of days for all employees.

Method of computing sick pay: Regular and extra operators - eight (8) hours per day.

Effective January 1, 1973, all employees covered under this Agreement shall be eligible to receive the benefits of Section 41j and 341j of the Retirement and Social Security Law of the State of New York (conversion of

unused sick leave benefits) as provided by the law. The entire premium for this benefit shall be paid by the employer. Any employee covered by this agreement retiring under the NYSEERS shall be paid for any accumulated sick days in excess of the maximum number of days applied to years of service. The rate of pay shall be that of their current rate of pay. In lieu of applying their unused sick leave to the NYSEERS for time credit, employees covered by this agreement who have completed ten (10) years of continuous full-time employment and who are retiring under the NYSEERS on or after January 16, 1995 will have the option of receiving cash payment, at 75% of their current rate of pay, for all or a portion of any such leave (up to a maximum of 165 days).

An employee (full or part time) whose record shows a pattern of sick leave usage consisting of one-and two-day absences per month, days prior to or after regular days off, days before or after holidays and vacation shall be required to furnish an employee leave certification for such absences in order to be paid for the time off. Employees shall receive prior written notification when the employee leave certification is required and informed that an attendance review will be conducted after three (3) months.

Any employee (full or part time) unable to make the necessary forty- (40) minute notification because of unusual circumstances, such as an accident on the way to work or serious medical problems arising within that time period, shall be entitled to use sick leave time upon presentation of proper proof.

Compensation for sick time chargeable to one-half (1/2) day periods shall be that of time lost computed on 8. hours as a base. In the Garage and on the Extra list, eight (8) hours shall be used as a base.

Full and part time employees shall be able to elect to use accumulated sick and/or vacation leave prior to receiving benefits provided under the New York State Worker's Compensation Law, upon submitting proper medical proof. (Filing of compensation papers alone is not sufficient medical proof.) Employees on Workers Compensation shall be able to continue their health insurance by paying the employee premium for a maximum of one year.

Part-time Coach Operators shall be granted three (3) sick days sick time on the January 1 following the date of hire. The three (3) days equals 24 hours. Part-time Coach Operators shall be eligible for sick time at a rate of one-half day per month as outlined above for full-time employees. To be eligible for sick time benefits a part-time Coach Operator must be available a minimum of 320 hours per quarter with the exception of documented medical or workers compensation absences. Employees can carryover this time. An employee using a sick day will be charged sick time equal to the number of hours he/she would have worked.

a) Extended Sick Pay: Extended sick leave at one half pay shall be authorized after sick leave accruals and unused vacation days have been exhausted. Such leave shall be granted only to eligible employees on the basis of a doctor's certificate clearly stating the nature and expected length of the disability.

Disputes: In cases where the County has reason to doubt the validity or degree of disability, the employee shall be examined by a County chosen physician. If the County- appointed physician doubts the findings of the employee's physician, then a third independent physician (who may be a specialist, if appropriate) shall be selected by the first two physicians. The findings of the third physician shall be binding on the parties.

In the event this process delays the approval of extended sick leave, the subsequent approval will be retro active to the first date of eligibility.

Eligibility: Employees must complete one full day of work to be eligible for extended sick leave.

Employees must have exhausted all sick and vacation time prior to beginning extended sick leave.

Employees may receive a maximum of twenty-six (26) weeks of benefit in any consecutive fifty-two (52) week period.

Employees receiving extended sick leave shall be paid one-half their normal rate of pay excluding overtime pay. For part-time employees "normal rate of pay" shall be based on their average weekly wage for the previous eight (8) weeks (excluding overtime pay).

**Benefits:** Employees will continue to receive benefits while receiving extended sick pay as follows:

Sick time	accumulate at ½ the rate
Vacation time	accumulate at ½ the rate
Health Ins.	responsible for ½ the premium
Life Ins.	no change
Holidays	receive pay for ½ the day

**Paperwork:** Employees seeking extended sick time will be required to submit a completed extended sick time application and a completed employee medical leave certification form to the commissioner for review and approval. The forms will then be submitted to the Personnel Officer for approval. No additional approval is required.

#### ARTICLE 24 MILITARY LEAVE

All military leaves of absence shall be granted pursuant to Military Law.

#### ARTICLE 25 WAGES AND HOURS

**Section 25.01.** The following wage rates shall be effective the first full payroll of **2006:**

	<u>Full-time &amp; Part-time Starting Rate</u>	<u>Part-time Job Rate</u>	<u>Full-time Job Rate</u>
Coach Operator	<b>15.03</b>	<b>18.86</b>	<b>19.30</b>
Senior Transit Mechanic	<b>15.55</b>		<b>20.02</b>
Stores Clerk	<b>14.03</b>		<b>18.43</b>
Transit Mechanic	<b>15.18</b>		<b>19.61</b>
Transit Mechanics Helper	<b>13.72</b>		<b>18.10</b>
Passenger Van Operator (Hired prior to 1/1/99)			<b>13.27</b>
Passenger Van Operator (Hired 1/1/99 or after)			<b>12.08</b>

The following wage rates shall be effective the first full payroll of **2007:**

	<u>Full-time &amp; Part-time Starting Rate</u>	<u>Part-time Job Rate</u>	<u>Full-time Job Rate</u>
Coach Operator	<b>15.48</b>	<b>19.43</b>	<b>19.88</b>
Senior Transit Mechanic	<b>16.02</b>		<b>20.62</b>
Stores Clerk	<b>14.45</b>		<b>18.98</b>
Transit Mechanic	<b>15.64</b>		<b>20.20</b>
Transit Mechanics Helper	<b>14.13</b>		<b>18.64</b>

#### **BC COUNTRY**

Passenger Van Operator (HIRED PRE 1/1/99)	<b>13.67</b>
Passenger Van Operator (HIRED 1/1/99 or after)	<b>12.44</b>

The following wage rates shall be effective the first full payroll of **2008**:

	<u>Full-time &amp; Part-time Starting Rate</u>	<u>Part-time Job Rate</u>	<u>Full-time Job Rate</u>
Coach Operator	<b>15.94</b>	<b>20.01</b>	<b>20.48</b>
Senior Transit Mechanic	<b>16.50</b>		<b>21.24</b>
Stores Clerk	<b>14.88</b>		<b>19.55</b>
Transit Mechanic	<b>16.11</b>		<b>20.81</b>
Transit Mechanics Helper	<b>14.55</b>		<b>19.20</b>

**BC COUNTRY**

Passenger Van Operator (HIRED PRE 1/1/99)			<b>14.08</b>
Passenger Van Operator (HIRED 1/1/99 or after)			<b>12.81</b>

The following wage rates shall be effective the first full payroll of **2009**:

	<u>Full-time &amp; Part-time Starting Rate</u>	<u>Part-time Job Rate</u>	<u>Full-time Job Rate</u>
Coach Operator	<b>16.42</b>	<b>20.61</b>	<b>21.09</b>
Senior Transit Mechanic	<b>17.00</b>		<b>21.88</b>
Stores Clerk	<b>15.33</b>		<b>20.14</b>
Transit Mechanic	<b>16.59</b>		<b>21.43</b>
Transit Mechanics Helper	<b>14.99</b>		<b>19.78</b>

**BC COUNTRY**

Passenger Van Operator (HIRED PRE 1/1/99)			<b>14.50</b>
Passenger Van Operator (HIRED 1/1/99 or after)			<b>13.19</b>

New Coach Operators shall be paid **\$13.00** per hour during training.

Job Rate shall become effective after one year of continuous service starting from date of hire.

When a Mechanic is assigned the duties of training other Mechanics, the instructor will receive an additional 20¢ an hour.

If promoted the employee shall stay within his/her current wage column, but will receive credit for the time in the old classification.

Senior Transit Mechanics and Transit Mechanics shall have tool allowances of **\$500 and \$450, respectively. Mechanic's Helpers shall be entitled to a \$200 tool allowance.** These tool allowances will be paid in full in May of each year. A payroll factor will be used.

Those employees who operate equipment in the BC Country Division, classified by the County as Passenger Van Operators shall be paid for all hours actually worked. These positions shall require an appropriate driver's license. These employees' only fringe benefits are 3 floating holidays (effective 1/1/04) to be used in 8 hour increments, NYS Retirement, Social Security and a \$5,000 life insurance benefit paid by the County. Floating holidays are to be used in the current calendar year and can not be carried over into a new calendar year.

**Effective January 1, 2006 Passenger Van Operators shall be entitled to four (4) sick days and four (4) vacation days per year. Sick days may accumulate year to year. Employees may carryover up to two (2) vacation days into the following year. Passenger Van Operators using vacation in a four (4) day block, will not be available for work that week.**

**Section 25.02** A night shift differential of **40 cents per hour** shall be paid all maintenance department employees reporting for work on or after 12:00 o'clock noon. A night shift differential of **40 cents per hour** shall be paid to all operators, full or part-time, including open pieces of work that start on or after 1:45pm.

**Section 25.03** A full-time employee who serves on jury duty shall be paid the difference between his/her pay for jury duty and his/her regular pay upon proof of jury duty served as provided by the employee. Any employee subpoenaed as a witness in any court action of which he/she is not a party shall be excused with pay for the time necessary, on presentation of the proper subpoena.

**Section 25.04** Longevity rates shall be as follows: upon completion of 5 years full-time continuous service employees shall receive \$500 per year in longevity. Upon completion of 10 years full-time continuous service employees shall receive \$750 per year in longevity. Upon completion of 15 years of full-time continuous service employees shall receive \$950 per year in longevity. Upon completion of 20 years full time continuous service employees shall receive \$1200 per year in longevity. Upon 25 years full time continuous service employees shall receive \$1,300 per year in longevity.

**All longevity levels will increase \$150 effective January 1, 2007 and an additional \$100 effective January 1, 2008 to:**

<b><u>Eff. January 1, 2007</u></b>	<b><u>Eff. January 1, 2008:</u></b>
<b>5 years        \$650</b>	<b>\$750</b>
<b>10 years      900</b>	<b>1,000</b>
<b>15 years      1,100</b>	<b>1,200</b>
<b>20 years      1,350</b>	<b>1,450</b>
<b>25 years      1,450</b>	<b>1,550</b>

Payment shall be made, as close to November 1, of each year as possible. The payment shall be made in a regular paycheck, and a payroll factor will be used for tax purposes. Payment made in November shall be for the appropriate years of service attained during that calendar year.

**Effective January 1, 2006 any Coach Operator, full and part-time, and Maintenance personnel covered by this agreement, hired on or after January 1, 2000 will be eligible for longevity payments, as described above, after five (5) years of continuous service.**

**Any employee discharged for just cause by the County is not eligible for any longevity service pay at any time following this discharge. Any employee who leaves County employment on their own will be eligible for longevity service pay based on pro-rated service.**

The effective date of employment of employees in the Department of Transportation is June 3, 1968, or when hired later, such employment date shall be used.

**Section 25.05.** All extra employees shall be guaranteed forty hours weekly. The work week shall consist of five days.

The time and one-half rate shall prevail when the County requests and an extra employee elects to work on his/her day or days off.

**Section 25.06.** Any Coach Operator who is requested to report at 413 Old Mill Road, and then is required to travel to relief at the Junction, shall be paid ten (10) minutes travel time.

Any Coach Operator required to report for a run or piece of work will be paid report time at his/her current hourly rate based upon the following locations: (1) report at the garage ten (10) minutes; (2) report at the Junction five (5) minutes.

**Section 25.07.** Overtime shall be paid as follows:

**OPERATORS:** Time and one-half shall be paid after eight and one-half (8-1/2) hours in any day and for any work beyond their regular run. There shall be one rotating overtime list for Monday through Sunday, starting with the senior operator at the beginning of each bid.

GARAGE EMPLOYEES: Time and one-half after eight (8) consecutive hours per day. The workweek shall be forty (40) hours per week.

Overtime shall not be paid on overtime.

Section 25.08. Regular Coach Operators shall be guaranteed forty (40) hours in any week and all other overtime provisions in this Agreement shall be continued.

Section 25.09. Any regular run that is cut or curtailed in any part of any day during the period between bids shall be paid bid time. Any regular Coach Operator may be assigned to other work within his bid time limits.

Section 25.10. No regular bid runs shall include conditions that change the hours paid, except that 15 minutes may be added to a run.

Section 25.11. Waiting time shall be paid to the employee at his/her regular hourly rate.

Section 25.12. Show up time or report: Any full-time Coach Operator, making any required show up, shall be paid a minimum of three (3) hours at his/her regular hourly rate. Show up time shall be used in computation of overtime including spread. Eight (8) hours so earned shall constitute list rotation.

Section 25.13 - Tool Loss. Employees who are required to furnish their own tools as a condition of employment may be reimbursed for tools stolen subject to the following conditions:

1. The job specification for the position must clearly state that the employee must furnish his/her own tools.
2. The immediate supervisor must certify in writing that the employee did in fact supply his/her own tools.
3. The tools must have been in a locked tool bin and have been in a locked toolbox.
4. The Director of Security must investigate and certify that a break-in occurred at the location where the tools were stored. The police authorities must be notified.
5. The tools of each employee qualified under the provisions of this policy shall be inventoried previous to the effective date of the policy and annually thereafter. The inventory shall be approved by the Director of Maintenance. In case of loss under the terms of the policy, payment to the employee shall be based upon the employee's current tool inventory.

Section 25.14 BC Country The hours of work shall be those hours determined by management. Passenger Van Operators may work up to a maximum of forty (40) hours in any given work week, excluding emergencies and other conditions beyond the part-time operator's control. Passenger Van Operators shall be paid a minimum report time of two (2) hours for any show up.

## ARTICLE 26 REPORTING, MISSES AND JUMPS

### Section 26.01.

**MISS:** A miss shall consist of an unexcused failure to report to work on time, and a failure to "report" available to the Supervisor within sixty (60) minutes after the designated report time.

**JUMP:** A jump shall consist of a failure to notify the supervisor at least forty (40) minutes prior to the scheduled report time or if an Coach Operator notifies the supervisor within thirty (30) minutes after the designated report time, and makes him/herself available for work. All jumped operators shall work at the foot of the extra list.

Any Coach Operator that fails to notify the Supervisor within thirty (30) minutes after their original report time is required to "report" (in person) before sixty (60) minutes in order to receive work assignments before part-time employees. Any reports made after the employee has been "jumped", "missed" or is late for the purpose of receiving a position of work assignment shall not be subject to a three (3) hour minimum payment.

**REPORT:** A report shall consist of the physical presence of the employee.

**LATE PERSON:** A late person is anyone that reports to the supervisor after the scheduled report time, but prior to the scheduled leaving time.

**Section 26.02.**

Employees with a habitually bad report record may be subjected to appropriate discipline, including discharge by the County.

**Section 26.03.**

If a Coach Operator is charged with a jump, a miss, or a late that operator will be required to be available for any and all work that opens, providing that there are eight (8) hours between the end of that piece of work and the next scheduled report time of the employee.

**Section 26.04.**

Any employee charged with a miss, a jump, a pass, unpaid sick or a late shall forfeit their weekly guarantee.

**ARTICLE 27  
BIDDING OF RUNS**

**Section 27.01.** The bidding of runs shall take place at least three (3) times a year and at such other times as the County considers it necessary to change schedules.

**Bid periods shall be as follows:**

<b>Fall Bid-</b>	<b>No later than the 1<sup>st</sup> week of September</b>
<b>Spring Bid-</b>	<b>No later than the 1<sup>st</sup> week of February</b>
<b>Summer Bid-</b>	<b>No later than the 1<sup>st</sup> week of July</b>

**Section 27.02.** The County shall notify the Union one (1) week in advance of the posting of proposed bid sheets. The new bid shall be posted for five (5) days before bidding starts.

**Section 27.03.** The County bid shall consist of the following:

- (1) Master Sheets
- (2) Bid Sheets

**Section 27.04.** A seniority list shall be posted, showing the names of the employees entitled to bid in six (6) sections in order of seniority. Runs shall be picked in accordance with departmental seniority, and bidding shall be completed within five (5) days.

**Section 27.05.** Any Coach Operator failing to bid in his/her turn shall be bypassed when the deadline for his/her section has been reached. Bids shall continue, but the employee who has been bypassed may bid at any time thereafter; that is, he/she may bid any run that may be open at the time he/she bids. If any coach operator is sick or on leave of absence, a proper representative of the Union shall sign for him/her the best run that may be open which his/her seniority would permit him/her to bid.

**Section 27.06** The Union agrees that it will work the bid beginning on the effective date thereof.

**Section 27.07.** Management may increase run time for any route by fifteen (15) minutes, without rebidding any routes.

**Section 27.08.** When it is known that a regular run is to be open thirty (30) days or over, such a run shall be posted and bid as a temporary run. The senior employee bidding such a run shall work the same until the employee who originally bid the run returns to work. Likewise, the run belonging to the employee who has made the temporary bid shall be posted and bid. In this manner, several runs may be worked temporarily by other Coach Operators, but upon the return of the employee who has been absent, all Coach Operators simultaneously return to their own runs. The employee on leave from the original bid must notify the Starter by 3:00 p.m. two (2) working days prior to coming back to work.



Section 27.09 - Hold Downs. Hold downs are runs which are available on a temporary basis after it is known that the regular operator will be out at least one full Monday through Saturday week, but not more than 29 calendar days.

All runs open due to vacation, continued illness, leaves of absence or five (5) consecutive misses shall be given out as hold-downs as of the first day of the work week and assigned on the previous Friday at 3:30 p.m.

Regular employees whose runs have been given out as hold-downs must notify the Starter the day before they wish to return to work in order to be entitled to work their runs the following day. This notification must be given by 3:00 p.m. on weekdays.

Section 27.10. Extra list: once all runs have been bid, and have gone into effect, an extra list shall be established to handle work on a day to day, week to week basis. The extra list shall be established in two (2) parts:

- 1) Regular full-time extra persons
- 2) All others covering work

**Part (1) of the Extra List only shall be established by seniority and never rotate. Part (1) employees will receive the first available piece of work that will work the employee as close to eight (8) hours as possible.**

Part (1) of the Extra List shall be made up from the top down as follows:

- 1) Extra employees on their regular work day
- 2) Late extra employees
- 3) Late regular employees
- 4) Jumped extra employees
- 5) Jumped regular employees

Part (1) of the Extra List shall only be used until these employees have worked a day's work.

Part (2) of the Extra List shall be made up from the top down as follows:

- 1) Part-time Coach Operators
- 2) Jumped Part-time Coach Operators
- 3) Missed extra employees
- 4) Missed regular employees
- 5) All other employees in accordance with their group seniority as in Section 17.03.
- 6) Part-time Coach Operators

Management shall start marking the list at 3:00 p.m. and shall post the list by 3:30 p.m. daily, and shall start marking the list at 8:30am and shall post the list by 9:00am. Saturday designating the reports for the following work day. Management shall continue marking the list at 8:00 a.m. and shall post the list by 8:30 a.m. designating reports for the p.m. for the same day. The extra list marking sheet shall be made available to a proper Union representative upon request.

Management shall mark all work that is known open at the start of the marking period, management is not required to change the list during the 1/2 hour marking period for any reason.

Section 27.11. Extra List work assignments

A. Part one (1) of the Extra List shall be marked as follows:

All day's work shall be assigned from the top down beginning with the earliest run. After all of the scheduled runs, or day's work are assigned the next Part (1) Extra person shall be assigned the first available show up. A show up is defined as the time an operator spends at an assigned location, awaiting assignments of a piece of work. All show ups shall be assigned prior to the assignment of any open pieces of work not used to make

a day's work. After show ups are assigned all remaining pieces of work shall be assigned. This procedure shall continue until there are no Part (1) Extra List people remaining unassigned or until all work is assigned.

B. Part two (2) of the Extra List shall be marked as follows:

Part two (2) assignments will not be made until part one (1) list persons have been assigned unless an emergency occurs. The procedure for part two (2) will be the same as part (1). Except that any report shall rotate part two (2) of the list. And any pass or unavailability shall place the operator at the bottom of the list for next day's assignments.

Section 27.12 For all runs not regularly bid, employees shall be assigned as per the criteria outlined in 27.10.

Section 27.13 Work lists for the BC Country operation shall be separate from work lists for all other Transit services.

## ARTICLE 28 SPREAD - REGULAR OPERATORS ONLY

Total Spread Time is not to exceed thirteen (13) hours **on regular bid runs only**.

Coach Operators are to be paid time and one-half (1-1/2) at the regular rate for time worked in excess of twelve hours (12) hours.

The spread time penalty shall apply to the extra list.

## ARTICLE 29 ACCIDENT REPORT PAY

Any employee involved in an accident while on duty shall file, by the close of business on the employee's next scheduled work day, an accident report with the Director of Operations or his/her designee. Coach Operators shall be paid twenty (20) minutes at the current rate for each such accident report properly filed. This twenty (20) minute period will not count in the guarantee. Maintenance personnel must file while on scheduled work time.

## ARTICLE 30 INSTRUCTING STUDENTS

Section 30.01. Employees shall receive \$4.00 per day additional pay when instructing a student on a Regular Run, provided the student has been with the coach operator eight (8) hours or more. Should a student be on a Regular Run less than eight (8) hours, the instructor shall receive fifty (50) cents per hour. Employees instructing a student other than on a Regular Run shall receive fifty (50) cents per hour in addition to the regular rate of pay.

## ARTICLE 31 UNIFORMS

Coach Operators and Passenger Van Operators shall wear a uniform prescribed and furnished by the employer. Said uniform shall be kept neat and clean during all working hours. The employer shall furnish as needed, the following articles to each operator: (They come in male and female sizes.)

- Five each of long - and short - sleeve shirts
- Four pairs of pants
- One tie
- One cap
- One belt
- One jacket
- One sweater
- One light jacket

**All employees, full and part-time, must have a full set of uniforms prior to being added to the list.**

Lost uniform articles shall be replaced by the employee.

Maintenance employees shall be able to request once every twelve (12) months, or as needed with department head approval, one knit hat and one pair of work gloves.

The County shall determine and provide and maintain extra sets of coveralls for emergency calls as needed.

Any of the above listed articles of clothing will be provided or replaced as deemed necessary by the County at no cost to the employee when such is in need of replacement.

The County shall furnish garage employees with one clean set of work clothes each work day, including coveralls, work clothes (shirts and pants) plus two (2) heavy jackets and one (1) carhart jacket and one (1) carhart pants. Carhart jacket and pants will be replaced as needed. Additionally, the County shall furnish each garage employee with one (1) set of rain gear and eleven tee shirts with pockets.

Garage employees shall wear coveralls or work clothes provided and furnished by the employer, at all times, while on the job, including safety shoes furnished by the employer. The County shall make available to each garage employee safety goggles and a hard hat. Safety vests shall be available for road calls.

All articles of clothing furnished by the County shall be deemed to be the property of the County, and, on termination of employment, the same will be returned to the County by the employee, except in the case of a vested retiree, who may keep his/her uniform.

Coach Operators and Passenger Van Operators will be expected to be in uniform at all times, unless adequate explanation is provided. Hats and jackets shall be optional unless specifically required by the Commissioner of Public Transportation. **The wearing of ties will be optional from April 1 until November 1<sup>st</sup>. The Commissioner may require ties for special events.**

#### ARTICLE 32 LAY-OFFS AND RE-EMPLOYMENT OF COACH OPERATORS

Section 32.01. In lay-offs and re-employment of coach operators, departmental seniority shall apply, subject to the limitation that the operator must report back promptly to the County for work after notice from the County to do so. Failure of a coach operator to report back to work on the date designated by the County shall result in a forfeiture of employment, provided that twenty-one (21) days notice by certified mail has been sent to the employee's last address on record.

Section 32.02. In the event of a lay-off, the employee so affected shall be entitled to one (1) week's salary (if said employee is not covered by New York State Unemployment Compensation) to be paid at the next regular pay period.

#### ARTICLE 33 WORK ON DAY OFF

Section 33.01. When a regular Coach Operator works on his/her day or days off, the time and one-half rate shall prevail, however it will not prevail for work not performed.

Section 33.02. Extra Coach Operators are not required to work on their day or days off unless they so desire. If an extra employee works on his/her day or days off, the time and a half rate shall prevail and shall not be included in determining whether he/she has earned his/her minimum guarantee.

#### ARTICLE 34 PASSENGER CHECKS

Coach Operators agree that they will take passenger checks at the County's request.

ARTICLE 35  
GARAGE SENIORITY & HOURS OF LABOR

Section 35.01. The basic work day and work week for Shop, Garage and Storeroom employees shall be eight (8) hours daily and forty (40) hours weekly and five (5) days a week. All garage employees shall have two (2) consecutive days off for their days off each week.

Section 35.02. Each garage employee shall report at the scheduled starting hours ready for work in his/her work clothes. Ten (10) minutes of time shall be granted prior to their lunch break as well as at the end of each work shift for the purposes of personal clean up and putting away of tools. Tools must be put away and work area cleaned prior to personal clean up. (i.e. personal clean up includes showering or changing clothes)

Section 35.03. Maintenance department seniority shall prevail in the picking of work schedules.

Section 35.04. Shop and Garage employees will be offered overtime on a voluntary rotating basis by order of seniority. In the event that the number of volunteers is insufficient, mandatory overtime shall be assigned starting with the least senior employee of each maintenance group, each bid.

Section 35.05. Employees other than Coach Operators shall report to work at their assigned times. If they fail to report, or do not call the supervisor 40 minutes before the start of their shift, they shall be charged with a jump.

Section 35.06. Employees are to furnish all personal tools. However, the County agrees that it will furnish tools over the size of one (1) inch and further, that any unique tool that is required will be furnished by the County. In the event that the Union and the Foreman do not agree as to what is or is not a unique tool, the Union may appeal directly to the Commissioner.

Section 35.07. Garage schedules shall be discussed with the Union at least one (1) working days prior to posting. Such schedules shall make provisions for substitutions. Garage work schedules shall be posted at the same time as operating runs, as described in Section 27.01.

Section 35.08. Picking of work within Mechanical Groups shall be in accordance with seniority and qualification.

Section 35.09 Any Maintenance Department employee making an extra report shall receive a minimum of four (4) hours pay. Time and one-half shall be paid for work performed.

Section 35.10. Overtime possibilities which arise on the night shift shall be posted for volunteers. The most senior qualified employee shall be assigned the work. In the event of no volunteers, the night sub-shift employee shall work.

If a shift substitute gets less than 1 day notice the following shall apply:

The employee shall work his/her own shift and the substitutes shift. If this results in the employee working more than 40 hours in a work week, he/she shall be paid overtime. With more than one day notice time worked is at management option.

ARTICLE 36  
CLASSIFICATIONS

The following are the general classifications for all shop, garage and storeroom employees which, however, shall in no way restrict the County from assigning any work that in its judgment is necessary for its operation:

Coach Operator, Transit Mechanic's Helper,  
Transit Mechanic, Senior Transit Mechanic, Stores Clerk, Passenger Van Operators

ARTICLE 37  
NOTICE OF CLASSIFICATION CHANGE

Should an employee be placed in another classification in the garage, the shop steward shall be notified immediately

ARTICLE 38  
LAY-OFFS IN THE GARAGE

Section 38.01. In cases of lay-offs or re-employment, departmental seniority shall prevail.

Section 38.02. The County shall have the right to designate the number of qualified employees in each group regardless of seniority.

Section 38.03. In the matter of promotions, transfers and the filling of vacancies in higher classifications of Shop and Garage employees, group seniority shall prevail.

Section 38.04. When or if lay-offs become necessary, and any employee is transferred from his/her present classification to a lower classification of work, the rate applicable to such lower classification shall apply to such employee from the date on which such employee was transferred to the lower classification of work.

ARTICLE 39  
DURATION

This Agreement shall take effect as of **January 1, 2006** and shall remain in full force and effect to and including **December 31, 2009** and from year to year thereafter, except that on or before April 15 of any year that the term of the contract or any renewal thereof expires, any party may give notice of intention to terminate the Agreement or to negotiate changes in its terms. Such notice shall be in writing and shall be served upon the other party. If such notice is given by a party, it shall contain an offer to meet and confer with the other party for the purpose of negotiating a new contract, and such negotiation shall begin not later than June 1. If no Agreement shall have been reached by the parties within thirty (30) days after such notice, either party may invoke the arbitration procedures contained in the "Agreement pursuant to Section 13 (c) of Mass Transportation Act of 1964, as amended," paragraph (5) thereof, dated March 1, 1968, which is incorporated herein by reference, the same as if specifically set out, without prejudice to the right of the parties hereto to continue such negotiations while arbitration procedures are pending or continuing.

ARTICLE 40  
LEGISLATIVE ACTION ON AGREEMENT  
BETWEEN PUBLIC EMPLOYER & UNION

The parties recognize the enactment of Section 204-a of the Civil Service Law (Added L. 1969, c. 24, S. 2), containing the following provision, which is applicable to this Agreement by operation of law:

"It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval."

Neither inclusion of this paragraph, nor compliance therewith, shall constitute a waiver of Union's position that such provisions conflict with the County's obligations under Section 13 (c) of the Urban Mass Transportation Act, as amended, and under the Agreement pursuant to Section 13 (c), executed by and between the parties under date of March 1, 1968.

ARTICLE 41  
SAVINGS CLAUSE

Section 41.01. Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific

Article, Section or portion thereof, directly specified in that judicial decision. Upon the issuance of such a decision the parties agree immediately to negotiate a substitute for the invalid Article, Section, or portion thereof, insofar as the same is legally permissible.

Section 41.02. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

## ARTICLE 42 ATTENDANCE INCENTIVE PROGRAM

Section 42.01. It is recognized that for the mutual benefit of both parties hereto that the implementation of an attendance incentive program will have a positive impact upon the efficient and internal operations at the Broome County Transit System.

Section 42.02. The County agrees to make incentive award payments to eligible full-time employees in accordance with the following provisions:

- (a). Each calendar year shall be divided into four (4) quarters: January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31.
- (b). An employee who works all scheduled work days during any quarter, exclusive of paid holidays, vacation days, bereavement leave days, jury duty days, and compensation days, shall be entitled to receive for that quarter a bonus award for exemplary attendance equal to eight (8) hours' pay, provided, however, that an employee may use compensation days to qualify as having worked all scheduled work days in a quarter only once in any calendar year. Sick absences of less than one (1) full day shall be counted as (1) absence. Any employee absent from work due to seeing an attending physician or a hearing for a work related injury shall not be disqualified from the attendance incentive program for the quarter. Misses shall count as an absence regardless of the number of eligible days in a quarter, and jumped employees who fail to work shall have an absence counted. Employees who have personal need to schedule a doctor's appointment, and due so with forty-eight hours notice, shall not have a 1/2 day absence counted. This shall only be allowed once per quarter.
- (c). Incentive award payments by the County to the employee for each quarter shall be made in the pay period following each quarter by separate check.
- (d). Any Coach Operator with a perfect attendance record - no jumps, no misses and no passes on required work - in a calendar year, shall be entitled in the immediately following calendar year to utilize one week (5 days) of vacation time in single day portions, in accordance with such policies as may be established by the Commissioner of Public Transportation. Perfect shall be defined to mean no absences, sick or as otherwise described above.

## ARTICLE 43 PART-TIME DRIVERS

Section 43.01. The County may hire Part-time Coach Operators, in addition to its compliment of full-time Coach Operators. The total number of part-time drivers employed at one time may not exceed sixteen (16). If full-time positions drop below fifty (50), the maximum allowable part-time positions will be fifteen (15). If full-time positions decrease to forty-eight (48) or lower, then the maximum allowable part-time positions will be fourteen (14).

Section 43.02. Part-time Coach Operators may work up to a maximum of forty (40) hours in any given work week, excluding emergencies and other conditions beyond the part-time Coach Operator's control. Part-time Coach Operators shall be paid a minimum report time of two (2) hours for any show up. Part-time Coach Operators shall not be required to call or make themselves available for work after 38.01 hours.

**One Part-time Coach Operator will be guaranteed off from work Monday through Saturday. Days off will be by seniority each bid. The rest of the Part-time Coach Operator workforce would be off work on Sundays.**

**Management reserves the right to request a Part-time Coach Operator to work on their scheduled day off and the Coach Operator may accept or reject management's request.**

Section 43.03. Part-time Coach Operators shall comply with Article 13 of this contract and shall be entitled to the following benefits: life insurance, retirement and worker's compensation and health benefits as set forth in Article 22. Part-time Coach Operators shall be eligible for vacation in the amount of one half that provided to full-time Coach Operators (See Article 8). Additionally, part-time Coach Operators shall be eligible for sick time and floating holidays as provided in Article 23 and Article 9, respectively. Part-time Coach Operators will also be eligible for bereavement leave pursuant to Article 21. To be eligible for these benefits Part-time Coach Operators must be available to work a minimum of 320 hours per quarter.

Section 43.04. A separate list shall be maintained for the issuing of work to part-time Coach Operators. This list shall be in seniority and shall rotate as to their availability to work, and any work passed shall rotate said man. Part-time Coach Operators shall be given preference for full-time positions according to seniority.

Section 43.05. Part-time Coach Operators shall be precluded from the bidding procedure, but may cover an open run if another Full-time Coach Operator is not available from the extra list.

Section 43.06. The rate of pay for Part-time Coach Operators shall be as defined in Article 25.

Section 43.07. Part time employees may volunteer to do other work. They shall be paid the applicable rate of pay for the job performed. Work shall be offered on a separate list by group seniority. This list shall alternate first with the B.C. Country list. Such volunteer work shall not lead to the elimination of bargaining unit members.

Section 43.08 Management reserves the right to approve or disapprove any and all requests to pass.

Section 43.09 If a Full- time Coach Operator is not available when a hold down becomes available in this instance only a Part-time Coach Operator will by seniority be given the hold down with full-time benefits.

#### **ARTICLE 44 WORK RULES**

The Public Employer agrees to negotiate future changes in departmental work rules. Any future changes in existing work rules shall not become effective until they have become mutually agreed upon. If agreement is not reached within six (6) weeks then the unresolved issues shall be decided under Article 12. Any existing rules that are changed, or new rules established, shall be posted on all bulletin boards for a period of at least one (1) week before taking effect.

The Union officers shall be allowed one (1) work day for negotiations, unless otherwise mutually agreed to.

#### **ARTICLE 45 ZIPPER CLAUSE**

All matters not covered in this Agreement shall be deemed to have been raised and disposed of as if covered herein. It is agreed that this document contains the full and complete agreement on all bargainable issues and neither party shall be required during the term of this Agreement, to negotiate or bargain upon any issue, except as outlined in Article 45.

#### **ARTICLE 46 REOPENER**

In the event Broome County has the opportunity to be the exclusive provider of transportation services for Binghamton University the parties agree to reopen negotiations to discuss the terms and conditions of employment as they pertain to this service.

**ARTICLE 47**  
**CONTRACT NEGOTIATIONS**

Contract negotiations shall, as much as possible, be held during working hours, 8:00AM- 5:00PM, Monday-Friday, with all executive board members being paid their run times.





COUNTY OF BROOME

BY Barbara J. Fiala  
Barbara J. Fiala  
Broome County Executive

3 / 2 / 07

WITNESS

Thomas H. Behm

TITLE Director of Employee Relations  
3 / 2 / 07

AMALGAMATED TRANSIT UNION

BY Ami Lennard  
TITLE Pres BA (2006)

3 / 2 / 07

WITNESS

Pat H. Schuler

TITLE Pres - BA (2007)  
3 / 2 / 07

